

കേരളം KERALA

BU 918228

LICENSE AGREEMENT

This Agreement made on 5<sup>th</sup> January 2018 between Sri Dr. P. S. Thaha, Chairman, PMS College of Dental Science and Research, Golden Hills, Vattappara, Thiruvananthapuram, (herein after referred to as "the Licensor") on party of First Part

And

M/s. Pallium India Trust, PJRRA -65, Pothujanam Road, Kumarapuram, Trivandrum, Represented by Chairman Dr. M R Rajagopal (hereinafter referred to as "the Licensee") Party of Second Part, as follows:

WHEREAS

1. The Licensor is the owner of the building described in the schedule written herein under called as "scheduled property".
2. The Licensee has approached the Licensor with request to allow the Licensee to temporarily occupy and use the scheduled property for carrying on its Palliative Care and related activities of Pallium India, on license basis.

No: 66412  
3.1.18 Re-100

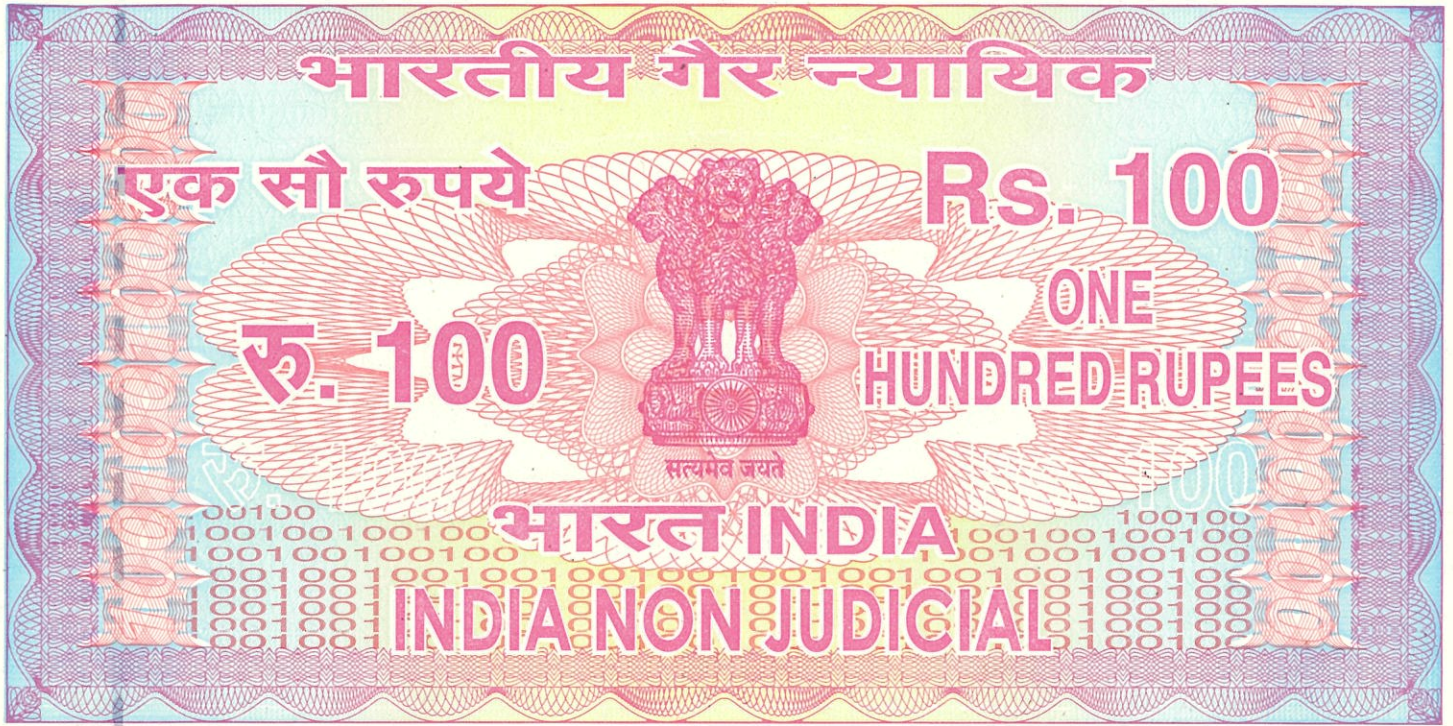
Pallium India



KUTTYALOOK MANI  
LAYAM VENDOR  
District of Commerce Bldg.  
Thiruvananthapuram-34







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3. The Licensor has agreed to grant license to the Licensee to occupy and use the said scheduled property for the requested purpose only on the following terms and conditions.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Licensor hereby grants license to the licensee to occupy and use the scheduled property for a period of five years from 10.01.2018 to 31.10.2022. The Licensee agrees to vacate the said premises even earlier if the Licensee secures any other accommodations or if the scheduled property is so required by the own use of the licensor as informed to licensee by licensor by giving 60 days notice. After these five years the period can be extended to the next five years on confirmation of both the parties and mutual consent.
2. The scheduled property provided would be a total area of 11395 sq. feet mentioned in the attached schedule.

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Pallium India



SHYALOOK NAME  
PALAYAM VENDOR  
India Institute of Commerce  
University P.O., Trivandrum-34





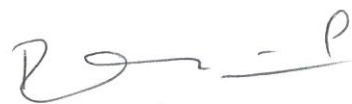
As the licensee will use the property for social charitable purpose, Licensors voluntarily agreed to provide his property as mentioned in the schedule attached herewith to licensee without charging any consideration/rent during period of agreement.

However, licensor reserves his right to withdraw this arrangement in future any time during the period of agreement at his own decision.

3. The Licensee has to obtain all the statutory licenses from the concerned authorities to conduct the palliative care and related activities of Pallium India before occupying and conducting palliative activities. The copy of such permissions are to be given to the licensor for records.
4. All the amounts towards municipal taxes and other associated taxes, levies etc. in respect of the licensed scheduled property will be paid by the Licensee to the Licensor on tender of the demand notice for the period it occupies as licensee and the original of the payment receipts shall be retained by the Licensor and copy will be given to the Licensee for records.
5. Electrical charges & water charges for electric and water consumption and other consumable charges in the said licensed scheduled property will be paid by licensee to concerned authority directly and submit payment receipt to the licensor every month for records.
6. Licensee will pay an interest free refundable security deposit of Rs.30,000 to licensor as security deposit for due payment of municipal & other associated taxes, water and electricity charges.

This security deposit will be returned to licensee only on termination of the license and vacation of the premises subject to the due and performance of the contracted obligations of the Licensee as per the above said agreed terms.

7. Licensee will be allowed to use the frontyard of the scheduled property mentioned in the attached schedule for vehicle parking and usual movements and not for any other purpose.



8. The licensed scheduled property will be used only for the purpose it allowed to use for charitable, social purpose as mentioned in the agreement and not for any illegal & immoral purpose.
9. Licensed scheduled property has normal electrical fittings, water fittings and other fixtures. If the Licensee desired to have any additional fittings and fixtures, it has to submit its plan for such changes to the licensor and take written approval to make such charges at licensees own cost in accordance with licensor approval and by the approval of the concerned authority including municipality/panchayat rules compliance. Such additional fittings will be done by the licensee at its cost.

The Licensee may remove such fittings and fixtures on the termination of the licensee, if the licensor demands so and in that case, the licensee has agreed to repair the licensed property if any damage happened to licensor property due to such removal at its own cost.

10. The licensed scheduled property is given to the Licensee to use for specified social cause only and the Licensee will not be entitled to sub-let or transfer the benefit of this agreement to anybody else.
11. The Licensee shall not be deemed to be in the exclusive occupation of the licensed scheduled property and the Licensor will have the right to enter upon the premises at any time during working hours to inspect the scheduled property or any other time with prior intimation.
13. The Licensee may be allowed access to the General amenities like Library, Playground, Canteen etc in the PMS College of Dental Science and Research, Vattappara if required. Whenever the licensee wants to use the amenities like Auditorium and seminar rooms, etc of PMS College of Dental science and Research Vattappara, it can be used with prior approval of the licensor and payment of subsidized service charges.
14. The Licensee shall maintain the licensed scheduled property in good condition and will not cause any damage thereto. If any damage happened to the scheduled property or any part thereof by the Licensee or his employees, servants or agents etc the same will be made good by the Licensee at its own cost to the satisfaction of licensor or by paying cash compensation as may be determined by the Licensor.





14. The Licensee shall not carry out any work of structural modification or additions or alterations to the said scheduled property without prior permission of the licensor.
15. Licensee has to do the waste management, sewage management and similar statutory requirements, etc as per the approved standards and approval of the concerned authorities like Panchayat, Municipality, Pollution Control Board etc.
16. Licensee shall not cause any nuisance or annoyance to the people in the neighborhood or store any hazardous goods in the scheduled property.
17. If the Licensee commits breach of any term of this agreement then notwithstanding anything herein contained the Licensor will be entitled to terminate this agreement immediately or by thirty days prior notice to the Licensee as may be decided by the licensor.

However, liability of licensee, if any, on the date of termination will not be effected.

18. On the expiration of the said term or period of the license or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the licensed scheduled property including all keys to the Licensor in the same condition in which the scheduled property exists at the time of occupying the scheduled property.

The Licensee's occupation of the scheduled property after such termination will be deemed to be that of a trespasser & licensor have a right to take appropriate legal action against licensee to vacate this leased premises without notice



### SCHEDULE (License under this deed)

Ground Floor of the three storied building bearing No. VP XIII/80 having area of 11395 sq. feet

### MODE OF NOTICE

Any notice to any Parties hereto shall be in writing and sent to their address as mentioned hereinabove or the address from which a notice is received. A notice shall be sent in writing by registered post and be deemed to have been served within 7 days from it being sent.

### ARBITRATION

In the event of any dispute arising between the parties hereto with regard to this MOU or the interpretation of the terms hereof the same shall be resolved amicably by the parties hereto and in case the same is not resolved, then the dispute shall be referred to Arbitration on terms of Arbitration and Conciliation Act of 1996.

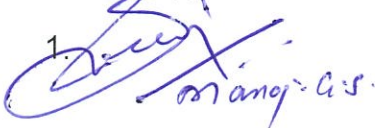
The venue of Arbitration shall be at Thiruvananthapuram and shall be conducted in English

The Courts in Thiruvananthapuram shall alone have the Jurisdiction

This MOU is written in two **200** Rupee Stamp paper and each original shall be retained by both the Parties.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this deed on the day, month and year first above written in the presence of the witness:

WITNESS:

1.  *Manoj G.S.*

2.





LICENSOR



LICENSEE

